

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitty's Wonderbox, Inc.		02/18/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	United Pet Group, Inc.		
Street Address:	7294 Five Mile Rd, Suite 190		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45230		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3287755	JUMBO WONDER	
Registration Number:	3287694	DISPOSABOX	
Registration Number:	3287756	FERRET WONDERBOX	
Registration Number:	2397378	KITTY'S WONDERBOX	
Registration Number:	3287754	SMALL WONDER	
CORRESPONDENCE DATA			
Fax Number:	(202)637-3593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	Christina J. Galus, SUTHERLAND		
Address Line 1:	1275 Pennsylvania Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415		
ATTORNEY DOCKET NUMBER:	13906-0066		

CH \$140.00 3287755

900185530

**TRADEMARK
 REEL: 004490 FRAME: 0420**

NAME OF SUBMITTER:	Christina J. Galus
Signature:	/Christina J. Galus/
Date:	03/04/2011
Total Attachments: 5 source=Assignment Agreement - KWI#page1.tif source=Assignment Agreement - KWI#page2.tif source=Assignment Agreement - KWI#page3.tif source=Assignment Agreement - KWI#page4.tif source=Assignment Agreement - KWI#page5.tif	

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is made and entered into this 18th day of February, 2011, by and between Kitty's Wonderbox, Inc., a Florida corporation (the "**Assignor**"), and United Pet Group, Inc., a Delaware corporation (the "**Assignee**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS:

- A. Assignor, Riza Chase-Gilpin and Warren Gilpin, as the Sellers, and Assignee, as Acquiror, entered into that certain Asset Purchase Agreement dated February 18, 2011 (the "**Purchase Agreement**"), whereby Assignee has purchased of all of the right, title and interest of the Sellers in and to all of the Company Intellectual Property Rights.
- B. The Purchase Agreement provides that the Assignor shall deliver an Assignment Agreement duly executed by Assignor conveying good title to the Intellectual Property Rights owned or purportedly owned by the Assignor (the "**Assigned Assets**"), including but not limited to those trademarks and domain names listed on Exhibit A hereto. "**Intellectual Property Rights**" means any and all intellectual and industrial proprietary rights and rights in proprietary or confidential information of every kind and description anywhere in the world, including (i) patents and patent applications, and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof and the right to sue for past, present and future infringements thereof, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, corporate names and other indicia of source, and registrations and applications for registration thereof together with all of the goodwill associated therewith and the right to sue for past, present and future infringements thereof, (iii) copyrights and copyrightable works to include works made for hire, and registrations and applications for registration thereof, (iv) software, (v) internet domain names, websites, universal resource locators and other names and locators associated with the internet (collectively, the "**Domain Names**"), (vi) trade secrets, (vii) moral and economic rights of authors and inventors, however denominated, (viii) all other intellectual property, and (ix) all legal and equitable rights and associated rights of action associated with any of the foregoing intellectual property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby covenant and agree as follows:

1. Assignment of Assigned Assets. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, free and clear of all Liens, all of Assignor's right, title and interest of every nature (absolute, contingent, fee, leasehold, statutory, contractual or otherwise) in and to the Assigned Assets.

2. Domain Names. Assignor shall obtain the transfer authorization codes for the Domain Names from its domain registrar and provide such codes to Assignee. Assignor shall complete, execute and deliver any document or complete any process reasonably required by the registrar of the Domain Names to complete the transfer of the Domain Names to Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Ohio, without giving effect to the conflicts of law principles thereof.

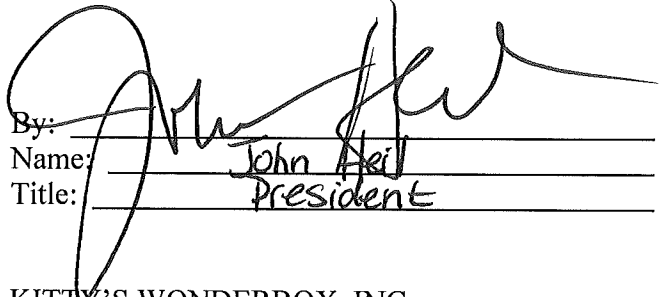
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Agreement to be duly executed as of the date first above written.

ASSIGNEE:

UNITED PET GROUP, INC.

By: 
Name: John Heil
Title: President

ASSIGNOR:

KITTY'S WONDERBOX, INC.

Riza Chase-Gilpin, President

[Signature Page to Assignment Agreement – KWI]

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Agreement to be duly executed as of the date first above written.

ASSIGNEE:

UNITED PET GROUP, INC.

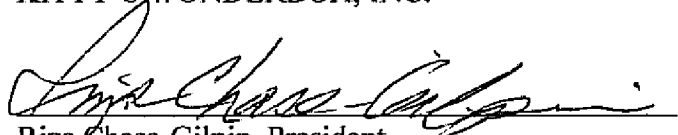
By: _____

Name: _____

Title: _____

ASSIGNOR:

KITTY'S WONDERBOX, INC.


Riza Chase-Gilpin, President

[Signature Page to Assignment Agreement -- KWI]

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No. Reg. Date	Registrant	Current Owner
JUMBO WONDER	3287755 04-SEP-2007	Kitty's Wonderbox, Inc.	Kitty's Wonderbox, Inc.
DISPOSABOX	3287694 04-SEP-2007	Kitty's Wonderbox, Inc.	Kitty's Wonderbox, Inc.
FERRET WONDERBOX	3287756 04-SEP-2007	Kitty's Wonderbox, Inc.	Kitty's Wonderbox, Inc.
KITTY'S WONDERBOX	2397378 24-OCT-200	Kitty's Wonderbox, Inc.	Kitty's Wonderbox, Inc.
SMALL WONDER	3287754 04-SEP-2007	Kitty's Wonderbox, Inc.	Kitty's Wonderbox, Inc.

DOMAIN NAMES

Domain Name	Registrant
KITTIESWONDERBOX.COM	Kitty's Wonderbox, Inc.
KITTYSWONDERBOX.COM	Kitty's Wonderbox, Inc.